

Exhibit "A"

Rent: \$81,900. 12 = \$6,825.00 mo.

CAM \$ 3,120. 12 = \$ 260.00 mo.

Rent 6/00 - 7/01 \$6,825. X 14 mos. = \$ 95,550.00

CAM 6/00 - 7/01 \$ 260. X 14 mos. = \$ 3,640.00

R/E .40/psf X 15,600 = \$,6,240.00 = \$ 16,120.00 **

Ins. .08/psf X 15,600 = \$1,248.00 - 2000
\$ 728.00 - 7 mos. 2001 = \$ 1,976.00

Through the end of the
Lease term 7/31/2001 Total Due \$117,286.00

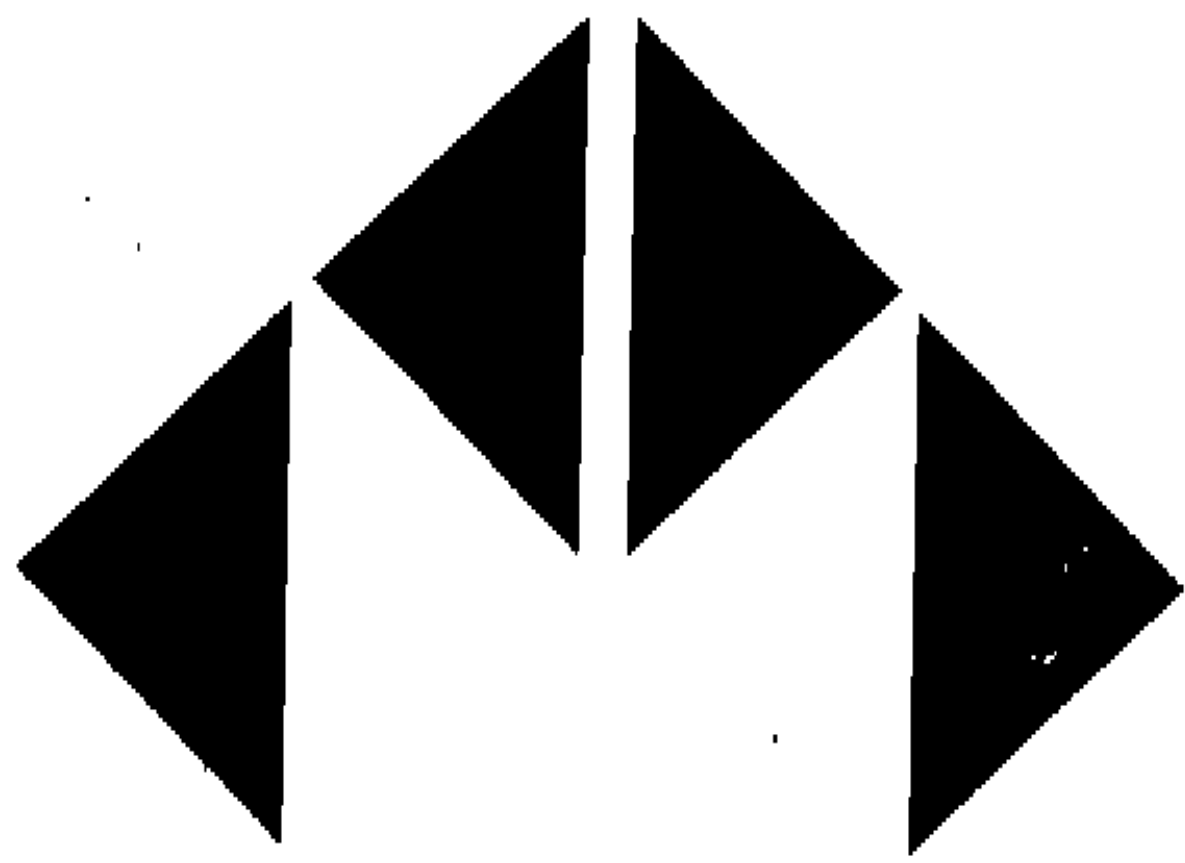
** Note: '98 Real Estate Taxes billed in 1999; therefore Specialty Retailers needs to be billed for:

\$ 6,240.00 '99 taxes payable in 2000

\$ 6,240.00 '00 taxes payable in 2001

\$ 3,640.00 '01 taxes payable in 2002 (only 7 mos.)

\$16,120.00 Total



**MILESTONE
PROPERTIES
INC.**

June 29, 2000

U. S. PRIORITY MAIL

U. S. Bankruptcy Court
P. O. Box 61288
Houston, Texas 77208

RE: Bankruptcy Case Numbers 00-35078-H2-11
00-35079-H2-11
00-35080-H2-11

Debtor: Specialty Retailers, Inc.
Creditor: Concord Milestone Plus, L. P.

Dear Madam/Sir:

Pursuant to your instructions, enclosed please find the following items with respect to the above referenced matter:

1. Proof of Claim Form B10 along with an Exhibit "A"
2. Copy of Lease Agreement by and between Debtor, Specialty Retailers, Inc., ("Tenant") and Creditor, Concord Milestone Plus, L. P., ("Landlord")

Should you need any further information, please do not hesitate to contact this office.

Thank you for your kind cooperation.

Very truly yours,

Barbara M. Marcello,
Legal Assistant
/bmm

Encl:

cc: Harvey Shore

Ray Crozier

Fahmida Rehman

150 East Palmetto Park Road • Suite 400 • Boca Raton, Florida 33432 • (561) 394-9533 • Fax (561) 392-8311

TENANT: SPECIALTY RETAILERS, INC.,
(DBA: SPECIALTY RETAILERS, INC. #58)
TOWN & COUNTRY PLAZA
SEARCY, ARKANSAS

Lease Agreement dated May 28, 1986 by and between Bramalea Limited, predecessor in interest to Concord Milestone Plus, L. P., (hereinafter referred to as "Landlord") and Beall-Ladymon Corporation and Palais Royal, predecessors in interest to Specialty Retailers, Inc., (hereinafter referred to as "Tenant")

Landlord Estoppel Certificate and Consent to Assignment of Lease dated September 21, 1994

Act of Assignment dated October 31, 1994

Letter of Assignment Acknowledgment dated November 4, 1994



SPECIALTY RETAILERS, INC.

EXECUTIVE OFFICES:
P.O. BOX 35167 • HOUSTON, TX 77235
713-669-2675

November 4, 1994

Specialty Retailers, Inc.
P. O. Box 35167
Houston, Texas 77235

RE: Beall-Ladymon Lease #58; Town & Country Plaza, Searcy, Ark

Gentlemen:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Palais Royal, Inc. hereby assigns and transfers to Specialty Retailers, Inc. all of its right, title and interest to receive the assignment by Beall-Ladymon Corporation of its interest in the above referenced lease, and all rights, benefits and appurtenances thereto. Palais Royal, Inc.'s right to receive assignment of the above mentioned lease are contained in that certain Purchase and sale of Assets dated September 2, 1994, between Beall-Ladymon Corporation and Palais Royal, Inc.

Please execute below to indicate your acceptance of such assignment under the terms of the Purchase and Sale of Assets.

PALAIS ROYAL, INC.

BY: 

ITS: Vice President

SPECIALTY RETAILERS, INC.

BY: 

ITS: Vice President

Federal Taxpayer's ID # 04-3034294

BEALLS/FASHION BAR/PALAIS ROYAL

STATE OF TEXAS

COUNTY OF Harris

STATE OF LOUISIANA

PARISH OF CADDO

ACT OF ASSIGNMENT

BE IT KNOWN, that before me the undersigned authority and in the presence of the undersigned competent witnesses, personally came and appeared:

BEALL-LADYMON CORPORATION, a corporation organized and existing under the laws of the State of Louisiana represented by Horace R. Ladymon, its duly authorized President (hereinafter sometimes referred to as "Assignor"); and

PALAIS ROYAL, INC., a corporation organized and existing under the laws of the State of Texas, represented herein by Carl Tooker, its duly authorized President (hereinafter sometimes referred to as "Assignee")

who after being duly sworn did depose and state that for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby grant, bargain, sell, transfer, assign and convey unto ASSIGNEE without warranty of title, express or implied, except as against ASSIGNOR'S own acts, all of Assignor's interest in and to the leases described on the attached Exhibit A (hereinafter referred to as the "Leases").

This Assignment shall be effective as of midnight October 31, 1994. Notwithstanding the effective date of this Assignment, Assignor shall have the right to continue to occupy some or all of the premises covered by the Leases for the period from the date hereof through January 31, 1995 (the "Holdover Period"). During the Holdover Period, Assignor shall conduct its operations in a lawful manner and in compliance with the obligations imposed upon the tenant in each of the Leases. Assignor's occupancy of premises during the Holdover Period shall be at Assignor's own risk.

From time to time during the Holdover Period, Assignor may surrender possession of the premises covered by one or more of the Leases to Assignee in the following manner. Assignor shall fax to Assignee a notice of closing ("Notice of Closing") setting forth a date (the "Release Date") not less than seven (7) days from the date of the Notice of Closing on which Assignor shall surrender possession of the premises to Assignee. Assignor shall surrender the leased premises designated in the Notice of Closing to Assignee in broom-clean condition and in reasonable order on the Release Date. To the extent that any of the leased premises covered by the Leases are not previously surrendered to Assignee, Assignor shall surrender those premises to Assignee no later than January 31, 1995, in broom-clean condition and in reasonable order.

Assignor shall reimburse Assignee for the cost of utilities for the premises covered under each of the Leases and for rent, CAM, and percentage rent (collectively "Rent") due the landlord under each Lease from the date hereof through the Release Date for

each particular Lease. If the Release Date is other than the last day of the calendar month, then Assignor and Assignee shall prorate the Rent as of the Release Date. Assignor shall be deemed to have reimbursed Assignee for the Rent by paying the Rent directly to the landlord under the Lease. Any rent otherwise due and not paid directly to the respective landlord shall be paid to Assignee no later than ten (10) calendar days after demand is made.

During the Holdover Period, Assignor shall cause the inventory, furniture and fixtures in the premises covered by each Lease to be insured against loss by fire or other casualty in amounts reasonably acceptable to Assignee. In addition, Assignor shall keep a policy of liability insurance in full force and effect during the Holdover Period with limits acceptable to Assignee, which policies shall name Assignee as an additional insured.

Subject to reimbursement of Rent and utilities by Assignor as provided herein, Assignee accepts, assumes and agrees to perform all of the tenant's obligations under each of the Leases arising on and after the date hereof. Further, Assignee agrees that it will indemnify and hold Assignor harmless from any claim, demand, cause of action, loss, damage, cost or expense (including attorney fees) which may be asserted against Assignor by any person arising from a breach, violation or failure to perform any provision of the Lease, which is alleged to have occurred on or after the date hereof. Likewise, Assignor agrees to indemnify and hold Assignee harmless from any claim, demand, cause of action, loss, damage, cost or expense (including attorney fees) which may be asserted against Assignee by any person arising from a breach, violation or failure to perform any provision of the Lease which is alleged to have occurred before the date hereof.

Notwithstanding the foregoing, however, the parties agree that during the Holdover Period for any Lease the Assignee's indemnity above shall be limited to claims, demands, causes of action, etc. that arise directly from the acts of Assignee, and Assignee's employees, agents or contractors. Likewise, during such time period, Assignor shall indemnify and hold the Assignee harmless from any and all claims, demands, causes of action, etc. that may arise from a breach, violation or failure to perform any provision of such Lease by Assignor, Assignor's employees, agents or contractors.

All notices and other communications provided for under this Assignment shall be in writing and transmitted by facsimile transmission to the other party as set forth below:

Beall-Ladymon Corporation
Attn: Norace B. Ladymon
Ph: (318) 861-0019
Fax: (318) 869-8978

Palais Royal, Inc.
Attn: Mel Ward
Ph: (713) 713/669-2761
Fax: (713) 713/669-2709

Such notices shall be effective when sent, answer back received, in the manner set forth above.

This Assignment shall be binding upon Assignor and Assignee, their successors and assigns.

THUS DONE AND SIGNED at Caddo Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this 31st day of October, 1994, to be effective as of October 31, 1994.

WITNESSES:

BEALL-LADYMON CORPORATION

Charles Post
Wade Wilkerson

By: Horace R. Ladymon
Horace R. Ladymon

[Signature]
NOTARY PUBLIC

THUS DONE AND SIGNED at Harris County, Texas, in the presence of the undersigned competent witnesses and me, Notary, on this 28 day of October, 1994, to be effective as of October 31, 1994.

WITNESSES:

PALAIS ROYAL, INC.

[Signature]
Mel Ward

By: Carl Tooker
Carl Tooker

Nancy Thomas
NOTARY PUBLIC

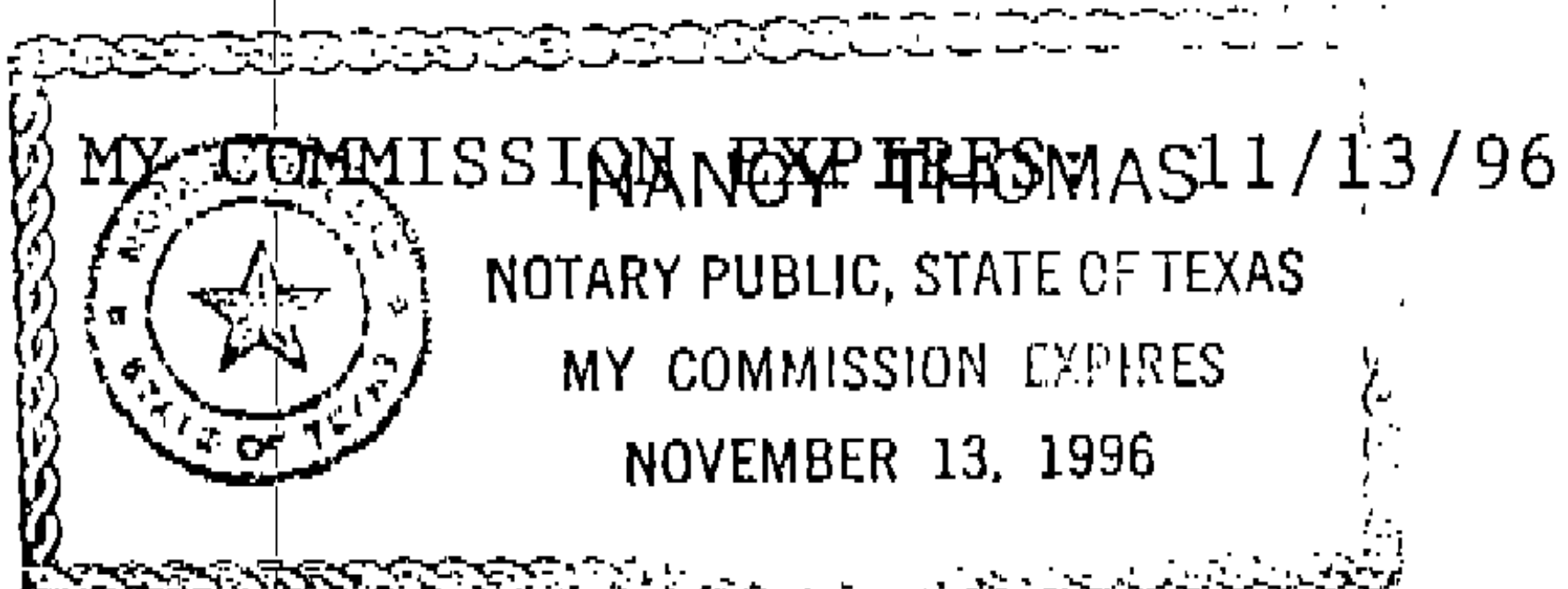


EXHIBIT A
KANSAS STORE

Store No.	Street Address	Recording Data for Short Form Lease
61	Central Mall #167 2259 S. 9th St. Salina, Kansas 67401	Filed for record in Saline County, Kansas on October 1, 1986, in book 137 at pages 874-877

EXHIBIT A
ARKANSAS STORES

Store No.	Street Address	Recording Data for Short Form Lease
8	South Main Plaza Crossett, Arkansas 71635	Filed for record in Ashley County, Arkansas on September 2, 1980, under Registry No. 1802 at book M-77, pages 568-570
23	128 Garden Oaks Center Camden, Arkansas 71701	Filed for record in Ouachita County, Arkansas on August 22, 1980, at book 457, page 263
29	Mellor Park Mall El Dorado, Arkansas 71730	Filed for record in Union County, Arkansas on September 26, 1980, at book 1443, page 332
43	University Plaza S.C. Magnolia, Arkansas 71753	Filed for record in Columbia County, Arkansas on June 16, 1980, at book 9, page 105
44	Dixieland Mall 100 N. Dixieland Rd. Rogers, Arkansas 72756	Filed for record in Benton County, Arkansas on May 21, 1980, at book 19, page 766
47	Pines Mall 2901 Pines Hall Dr., Suite F Pine Bluff, Arkansas 71601	Filed for record in Jefferson County, Arkansas on June 11, 1986, at book 46, page 142
50	Hot Springs Mall 4501 Central Ave. Suite 185 Hot Springs, Arkansas 71913	Filed for record in Garland County, Arkansas on May 13, 1985, at book 1115, page 309
57	40 Conway Town Center Conway, Arkansas 72032	Filed for record in Faulkner County, Arkansas on May 8, 1985, at book 350, page 374
58	121 N. Poplar Searcy, Arkansas 72143	Filed for record in White County, Arkansas on October 16, 1986, at book 111, page 519
59	Hervey Square S.C. Hope, Arkansas 71801	Filed for record in Hempstead County, Arkansas on November 28, 1989, under Registry No. 2725 at book 573, page 234

64	175 Central Mall Ft. Smith, Arkansas 72903	Unrecorded lease dated April 24, 1987, from - The Mall (Ed Warmack Partner) covering premises located in Sebastian County, Arkansas
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EXHIBIT A
MISSOURI STORE

Store No.	Street Address	Recording Data for Short Form Lease
63	Thompson Hills S.C. 3105 W. Broadway Sedalia, Missouri 65301	Filed for record in Pettis County, Missouri on November 19, 1986, under Registry No. 7934 at book 375, page 326

EXHIBIT A
LOUISIANA STORES

Store No.	Street Address	Recording Data for Short Form Lease
2	Park City Center Minden, Louisiana 71055	Filed for record in Webster Parish, Louisiana on July 20, 1978, Under Registry No. 273364
3	201 N. Service Rd. E. Ruston, Louisiana 71270	Filed for record in Lincoln Parish, Louisiana, on July 16, 1985, Under Registry No. E-8122, at book 540, page 340
4	Jackson Square Center 401 E. Main St. Jonesboro, Louisiana 71251	Filed for record in Jackson Parish, Louisiana, on August 21, 1980, under Registry No. 256041 at book 179, page 545
5	DeSoto Plaza Mansfield, Louisiana 71052	Filed for record in DeSoto Parish, Louisiana, on June 19, 1981, under Registry No. 436305; and on January 7, 1980, under Registry No. 421820, respectively
6	North Park Center N. Parkerson Avenue Crowley, Louisiana 70526	Filed for record in Acadia Parish, Louisiana, on September 10, 1985, under Registry No. 522911, at book K-44, page 479
7	Kenwood Center Sulphur, Louisiana 70663	Filed for record in Calcasieu Parish, Louisiana, on September 2, 1982, under Registry No. 1723022, at book 1704, page 214; and on January 30, 1967, under Registry No. 1050129
9	67 South Park Mall Shreveport, Louisiana 71118	Filed for record in Caddo Parish, Louisiana, on November 27, 1989, under Registry No. 01250256
11	911 East Admiral Doyle Dr. New Iberia, Louisiana 70560	Filed for record in Iberia Parish, Louisiana, on July 26, 1977 under Registry No. 775460, at book 671

Store No.	Street Address	Recording Data for Short Form Lease
13	East Gate Plaza 1716 East 70th St. Shreveport, Louisiana 71105	Filed for record in Caddo Parish, Louisiana, on April 4, 1979 under Registry No. 789591
14	Pierre Bossier Mall 2950 E. Texas, Ste. 400 Bossier City, Louisiana 71111	Filed for record in Bossier Parish, Louisiana, on August 20, 1982 under Registry No. 374672, at book 728
15	Plaza Del Rienzi 357A North Canal Blvd. Thibodeaux, Louisiana 70301	Unrecorded lease dated January 5, 1990, from Hasco Properties covering premises located in Lafourche Parish, Louisiana
16	320 Dixie Plaza Center Suite 102 Natchitoches, Louisiana 71457	Filed for record in Natchitoches Parish, Louisiana, on July 25, 1977 under Registry No. M-133707, at book 360, page 878
18	N. Market Shopping Center 3000 N. Market St., Ste. 120 Shreveport, Louisiana 71107	Filed for record in Caddo Parish, Louisiana, on March 24, 1986 under Registry No. 01083926; and on July 15, 1980 under Registry No. 838585
19	14 Park Plaza, Hwy. 14 Lake Charles, Louisiana 70601	Filed for record in Calcasieu Parish, Louisiana, on January 8, 1980 under Registry No. 1592159
20	Vista Village Center Opelousas, Louisiana 70570	Filed for record in St. Landry Parish, Louisiana, on September 5, 1985 under Registry No. 700705, at book n-26, pages 98-100
22	Pecanland Mall I-20 at Garrett Rd. Monroe, Louisiana 71202	Unrecorded lease dated October 16, 1984 from Pecanland Mall covering premises located in Ouachita Parish, Louisiana

Store No.	Street Address	Recording Data for Short Form Lease
26	Glenwood Mall 102 Thomas Rd., Suite 502 West Monroe, Louisiana 71291	Filed for record in Ouachita Parish, Louisiana, on October 15, 1985 under Registry No. 925224, at book 1358, page 899; and on June 14, 1978 under Registry No. 768494 at book 1130, page 996
27	1106 Alexandria Mall 3437 Masonic Dr. Alexandria, Louisiana 71301	Filed for record in Rapides Parish, Louisiana, on August 13, 1985 under Registry No. 803521 at book 1027, page 735
30	Leesville Square S.C. Leesville, Louisiana 71446	Filed for record in Vernon Parish, Louisiana, on September 18, 1985 under Registry No. 428893; and September 22, 1980 under Registry No. 380796
31	Riverlands Center 1404 W. Airline Hwy. LaPlace, Louisiana 70068	Filed for record in St. John the Baptist Parish, Louisiana, on July 25, 1977 under Registry No. 58559 at book 111, page 143
33	Park Terrace Center DeRidder, Louisiana 70634	Filed for record in Beauregard Parish, Louisiana, on September 22, 1980 under Registry No. 289893 at book 387
34	4066 Ryan Street Lake Charles, Louisiana 70601	Filed for record in Calcasieu Parish, Louisiana, on September 30, 1977 under Registry No. 1477296
35	Lynn Park Center Houma, Louisiana 70363	Filed for record in Terrebone Parish, Louisiana, on July 29, 1977 under Registry No. 543284 at book 689
36	1133 St. Vincent Ave. Suite 120 Shreveport, Louisiana 71104	Filed for record in Caddo Parish, Louisiana, on November 6, 1985 under Registry No. 01067305

Store No.	Street Address	Recording Data for Short Form Lease
39	Northgate Mall University Shopping Ctr. 1800 N.E. Evangeline Hwy. Lafayette, Louisiana 70501	Filed for record in Lafayette Parish, Louisiana, on May 16, 1980 under Registry No. 80-010597
49	Northlake Shopping Ctr. 1818 N. Causeway Approach Mandeville, Louisiana 70448	Filed for record in St. Tammany Parish, Louisiana, on November 29, 1982 under Registry No. 498805 at book 1079, page 675
53	Park Dell Terrace Center Moss Bluff, Louisiana 70612	Filed for record in Calcasieu Parish, Louisiana, on November 14, 1983 under Registry No. 1777880
56	Tiffany Plaza S.C. 2770 Old Erath Rd. Abbeville, Louisiana 70510	Filed for record in Vermillion Parish, Louisiana, on May 21, 1984 under Registry No. 8405788
60	Bon Service S.C. Larose, Louisiana 70373	Filed for record in Lafourche Parish, Louisiana, on August 30, 1982 under Registry No. 568791 at book 787, page 143

EXHIBIT A
MISSISSIPPI STORES

Store No.	Street Address	Recording Data for Short Form Lease
12	844 Hwy. 12 West Starkville, Mississippi 39759	Filed for record in Oktibbeha County, Mississippi on May 5, 1992, in book 786, pages 568-570
28	Leigh Mall Columbus, Mississippi 39701	Unrecorded lease dated July 31, 1989, from California Public Employees Retirement System covering premises in Lowndes County, Mississippi
41	Singing River Mall Gautier, Mississippi 39553	Filed for record in Jackson County, Mississippi, on January 23, 1980, at book 667, pages 449-452
46	15 Natchez Mall Natchez, Mississippi 39120	Filed for record in Adams County, Mississippi, on June 22, 1981 at book 15H, page 488
51	Oxford Mall 1111 Jackson Ave. West Oxford, Mississippi 38655	Filed for record in Lafayette County, Mississippi on January 26, 1984 at book 364, page 465
62	Edgewood Mall 1722 Smithdale Rd. Bldg. B-7 McComb, Mississippi 39648	Filed for record in Pike County, Mississippi, on May 13, 1986, under Registry No. 12879 at book 273, page 204

LANDLORD ESTOPPEL CERTIFICATE AND
CONSENT TO ASSIGNMENT OF LEASE

THIS LANDLORD ESTOPPEL CERTIFICATE AND CONSENT TO ASSIGNMENT OF LEASE (the "Agreement") is executed on September 21, 1994 by CONCORD MILESTONE PLUS, L. P., a Delaware limited partnership (the "Landlord").

RECITALS:

A. WHEREAS, Bramale Limited, Landlord's predecessor in interest and Beall-Ladymon Corporation, a Louisiana corporation, ("Tenant") entered into that certain Lease Agreement dated May 28, 1986, any renewals, amendments collectively called (the "Lease"), covering approximately 15,600 square feet of gross leasable floor area (the "Demised Premises") which is located in the shopping center more commonly known as Town & Country Plaza, Searcy, Arkansas.

B. WHEREAS, Beall-Ladymon Corporation, ("Assignor"), desires to assign the Lease to Specialty Retailers, Inc., a Delaware corporation, ("Assignee").

C. WHEREAS, Specialty Retailers, Inc. is purchasing Beall-Ladymon Corporation, including the Lease, and is assuming the liability of the Tenant under the Lease.

D. WHEREAS, as a condition to Specialty Retailers, Inc. assuming the obligation of Tenant under the Lease, Specialty Retailers, Inc. requires that the Landlord make certain statements regarding the Lease as set forth herein and to consent in writing to the Assignment of Lease to Specialty Retailers, Inc.

AGREEMENTS:

In consideration of the premise, the mutual covenants and promises herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereto agree as follows:

1. Landlord's Estoppel. With respect to the Lease provisions, Landlord certifies and agrees as follows:

(a) The Lease is in full force and effect, and there have been no amendments, supplements extensions or other modifications of any nature to the lease written or oral except as listed below. (None)

(b) The commencement date of the Lease is July 31, 1986 (the "Commencement").

(c) The expiration of the primary term of the Lease is July 30, 2001. There are three (3) option periods remaining for a term of five (5) years each.

(d) The base minimum rent is \$6,825.00 monthly and CAM is \$260.00 monthly for a total monthly payment of \$7,085.00, which has been paid in full through the month of August 31, 1994.

(e) There are not existing uncured defaults by Landlord or Tenant under the Lease, and no event has occurred which, with the passage of time or the giving of notice or both, would constitute such a default. Landlord has no claims or causes of action against Tenant under the Lease or in any way related to the Tenant's occupancy or operation of the Demised Premises.

(f) There are no existing conditions or events that would permit a cancellation or termination of the Lease by Landlord.

2. Consent to Assignment. Landlord hereby approves and consents to the assignment of the Tenant's interest in and to the Lease to Specialty Retailers, Inc. so long as Specialty Retailers, Inc. assumes all of Lessee's obligations and duties under the Lease, and Landlord shall look to Specialty Retailers, Inc. as the Tenant under the Lease upon such assignment of the Tenant's interest.

3. Binding Agreement. The agreements herein contained shall be binding upon Landlord, and inure to the benefit of Specialty Retailers, Inc. and their respective heirs, legal representative, successors, successors-in-interest and assigns.

IN TESTIMONY WHEREOF, this instrument is executed effective as of the day and year first above written.

LANDLORD:

CONCORD MILESTONE PLUS, L. P.,
a Delaware limited Partnership
BY: CM Plus Corporation,
a Delaware corporation
Its: General Partner

BY 

Name: Harvey Shore
Title: Vice President

Address:
5200 Town Center Circle,
4th Floor
Boca Raton, Florida 33486

Searcy
Beall's

(211) 2637 - 2678

original

BEALL'S

THE STATE OF ARKANSAS §
 §
COUNTY OF WHITE §

THIS LEASE, MADE AND ENTERED INTO THIS 28th day of May, 1986, by and between BRAMALEA LIMITED, with a mailing address of 5850 San Felipe, Suite 300, Houston, Texas 77057, hereinafter referred to as the "Landlord," and BEALL-LADYMON CORPORATION, a corporation organized and existing under the laws of the State of Louisiana, with its principal place of business in Shreveport, Louisiana, with a mailing address of 1210 Captain Shreve Drive, Shreveport, Louisiana 71105, hereinafter referred to as the "Tenant."

W I T N E S S E T H :

1. Premises. That the Landlord does hereby demise and lease unto the Tenant the premises situated in the City of Searcy, County of White, State of Arkansas, known and described as follows:

The one-story concrete block and brick building shown in cross hatching on the site plan attached hereto as Exhibit A and being approximately One Hundred Twenty (120) feet wide and One Hundred Thirty (130) feet deep, totalling Fifteen Thousand Six Hundred (15,600) square feet, and containing approximately 15,600 square feet of rentable area located in the Town & Country Plaza Shopping Center on the corner of Frontage Road and Race Avenue in the City of Searcy, State of Arkansas, as shown on the Site Plan dated 9-2-83, revised *** prepared by C. Ralph Cheek, Architect and Associates, Inc., 212 High Street, Chattanooga, Tennessee 37403, more fully described on Exhibit B attached hereto and by this reference made a part hereof for all purposes.

2. Term.

(a) To Have and to Hold the said Premises, together with all and singular the improvements, appurtenances, rights, privileges and easements thereunto belonging to or in anywise appertaining unto the said Tenant for a primary term of fifteen (15) years, which term shall commence on July 31, 1986, or from such prior or subsequent date upon which the Tenant opens its store for business, to and including the 30th day of July, 2001.

*** 1-4-84, 3-2-84, 3-27-84, 4-13-84, 6-20-84 and 10-29-84

If delivery of possession shall occur prior to June 30, 1986, in such event Tenant shall not be required to open for business until July 31, 1986, which shall be the commencement date and on which date payment of rent shall begin, subject to paragraph 5 hereinbelow.

If delivery of possession shall not occur prior to or at a point in time during the period commencing October 1, 1986, and ending January 31, 1987, in such event Tenant shall not be required to open for business until February 1, 1987, which shall be the commencement date and on which date payment of rent shall begin, subject to paragraph 5 hereinbelow.

(b) Upon the commencement of the term of this lease, hereinafter called "Rental Commencement Date," the first month's rent or, in the event of a partial month, the pro rata portion of the first month's rent, shall become immediately due and payable.

3. Condition of Premises. The taking of possession of the Premises by Tenant will establish conclusively that the Premises were at such time in satisfactory order and condition except for (i) minor matters of structural, mechanical, electrical, and finish adjustment in the Premises (commonly referred to as "punchlist items") specified in reasonable detail on a list delivered by Tenant to Landlord within fifteen (15) days after the date on which Tenant takes possession of the Premises and (ii) defects not discoverable upon inspection and about which Tenant notifies Landlord within one (1) year after taking possession of the Premises, subject to the provisions of paragraph 25 hereinbelow.

4. Covenant of Title. The Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full term aforesaid, and for all extensions herein provided, and that Landlord is lawfully seized of the entire Premises hereby demised and has good title thereto, free and clear of all tenancies, liens and encumbrances except as shown on Exhibit C attached hereto and

made a part hereof.

5. Delivery of Premises. The Landlord covenants that actual possession of the demised premises shall be delivered to the Tenant on or before the date specified, free and clear of all tenancies; provided, however, that if the demised premises shall be vacant and ready for Tenant's occupancy prior to such date, Tenant shall be given possession for the purpose of installing fixtures and preparing the premises for Tenant's occupancy as soon as possible after the signing of this lease, without any rental being charged for such occupancy prior to the beginning of the term hereof provided, however, that if Tenant shall commence operations of a retail business within the Premises prior to commencement dates specified in paragraph 2 above, then the term of this lease shall commence on the date Tenant begins to operate its retail business in the Premises, which date shall be the commencement date and initial payment of rent shall be immediately due and payable.

6. Rental. In consideration of the demise and leasing of the premises aforesaid by said Landlord, the Tenant covenants, stipulates and agrees to pay to the Landlord as rental (hereinafter referred to as "minimum rental") for said premises hereinabove described the sum of Seventy-Eight Thousand and No/100 Dollars (\$78,000.00) per annum, payable in sums of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00) per month, monthly in advance on the first day of each month during the first five (5) years of the primary term of this lease; the sum of Eighty-One Thousand Nine Hundred and No/100 Dollars (\$81,900.00) per annum, payable in sums of Six Thousand Eight Hundred Twenty-Five and No/100 Tenant Dollars (\$6,825.00) per month, monthly in advance on the first day of each month during the remaining ten (10) years of the primary term of this lease. Until Tenant receives other instructions in writing from the Landlord, Tenant shall pay such rent by check payable to the order of Bramalea Ltd. addressed to 5847 San Felipe, Suite 910, Houston, Texas 77057.

In addition to the minimum rental payments provided for in this lease, or any option hereto, if exercised, Tenant agrees to pay the Landlord the following contingent rental payments based upon Tenant's net retail sales in the herein demised Premises:

During the term of this lease, or any option hereto if exercised, an amount for each lease year equivalent to three percent (3%) of the net retail sales for each such lease year in excess of Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00) during the first five years of the primary term of this lease or in excess of Two Million Seven Hundred Thirty Thousand and No/100 Dollars (\$2,730,000.00) during the remaining ten (10) years of the primary term of this lease.

Any sums which shall become payable pursuant to the foregoing provisions shall be paid within sixty (60) days following the termination of the lease year on the net retail sales of which said additional payment is based.

For the purpose of interpreting this clause, the "lease year" referred to herein shall be considered to commence on the 1st day of January and to expire on the 31st day of December each year.

At the time of the payment of the contingent rental, Tenant agrees to furnish to the Landlord a statement, verified by one of the officers of Tenant's company, specifying the annual net retail sales made by Tenant upon the demised premises.

By giving notice within ninety (90) days after the end of the lease year, the Landlord, or its lawful agent, shall have the right of auditing Tenant's record of sales for the purpose of verification. If Landlord elects to avail itself of such right Landlord shall have ninety (90) days from date of notice in which to make such audit. Tenant and each licensee of Tenant will produce such records on request of Landlord and make available to Landlord adequate work area within the Premises for such inspection. If Landlord's audit discloses a deficiency in contingent rental for the period of audit of less than two percent (2%) of the contingent rental actually due,

Tenant will promptly pay to Landlord the amount of such deficiency. If Landlord's audit discloses a deficiency in excess of two percent (2%) of the contingent rental actually due, Tenant will promptly pay Landlord such deficiency and the cost of the audit; provided, however, that the maximum cost of any such audit for which Tenant will be responsible shall not exceed One Thousand Dollars (\$1,000.00).

Unless such notice is given and such audit is made within the time specified, the Landlord will be deemed to have accepted the contingent rental payment as full and final payment for the subject year.

The term "net retail sales" as used in this lease shall be interpreted to mean the aggregate of all moneys received by the Tenant from sales of goods (whether for cash or on credit), wares, merchandise and services to the public made upon the demised Premises, after deductions of all refunds and allowances made to customers by Tenant in connection with merchandise sold by or returned to Tenant and employee purchases, but shall not include the amount of any sales tax, license or occupational tax, or any other tax measured by the sales or receipts for sales made by the Tenant, credit service charges or sales to employees at regular employee discounts.

If, after a credit sale or any customer check which has proved to be uncollectible has been included in the annual net retail sales, it is written off as a bad debt, the unpaid amount of the said credit sale or uncollectible amount may be deducted from any statement of net retail sales made after the said unpaid or uncollectible amount is written off as a bad debt, but shall be included again in later statements if later collected.

In the event adjoining space is rented and combined with this area, the reporting of sales for contingent rental payments shall be on a pro-rated basis of square feet in each area to the then combined total area.

It is understood and agreed by the Landlord that there

has been no representation of any kind whatsoever made by the Tenant as to minimum or maximum amount of net retail sales which may or shall be made in said demised Premises during any lease year of the term of this lease or any renewal hereof.

The Landlord agrees not to divulge to any person, or persons, firm or corporation, the amount of retail sales made by Tenant in said leased Premises unless the same is necessary for Landlord to divulge said sales in legal proceedings involving such sales between Landlord and Tenant. Landlord shall also have the right to divulge said sales to its mortgagees or prospective mortgagees and prospective purchasers of all or any portion of interest in the Shopping Center if said figures are required by those parties. "mortgagee" means the holder of any mortgage.

7. Subletting. Tenant shall have the right to discontinue the use of the demised Premises and shall have the further right to sublet the demised Premises or any part thereof for retail use only at any time during the term hereof, or any option hereto, if exercised, subject to the provisions of the following paragraphs. Tenant shall also have the right to discontinue to use of the demised Premises in whole or in part for up to a three month period for the purpose of remodelling or renovating the interior of the Premises. The right to sublet does not extend to establishments selling lines or merchandise, the exclusive rights of which have been given by Landlord to other Tenants operating in the center at the time of such subletting, but such exclusive right shall not be given unless such other Tenant is operating that particular type of business in the center or has a lease in the center to specifically open that type of business within a six months period.

In the event the Tenant decides to discontinue the use of the demised Premises in its business and/or to offer the premises for sub-lease, it shall give to the Landlord at least one hundred twenty (120) days prior written notice of its

intention to do so, and the Landlord shall have a sixty (60) day option beginning upon the date it receives such written notice either to allow the subletting or discontinuance of use, as applicable, and continue this lease or to cancel this lease and repossess the Premises, and shall give the Tenant written notice within the period of its sixty (60) day option of which alternative it chooses. If the Landlord does not terminate the lease and recapture the Premises as hereinabove described and (i) Tenant discontinues the use of the entire Premises in its business, it shall thereafter pay to the Landlord the following rental:

The basic minimum rental, payable monthly, for each lease year until the end of the term of this lease plus an amount each lease year until the end of the term of this lease equal to the average of the amounts actually received each lease year by the Landlord under the foregoing provisions for contingent rental payments additional rentals during the period between the beginning of the term of the lease and the time when Tenant ceases to use demised Premises for its business. Said annual amount of additional rentals shall be payable on the last day of each year during the remainder of said term, except for the last year of the term in which case Tenant shall pay such annual amount in advance on the first day of the year,

or (ii) Tenant sublets the Premises, then in such event all of the terms and conditions of this lease shall remain in full force and effect.

It is understood and agreed that Tenant may lease departments or grant concessions giving other persons, firms or corporations the right to sell goods, wares, merchandise and service in the demised Premises upon the condition, however, that the net retail sales made by any concessionaire or department lessee shall be included for the purpose of determining the contingent rental payable by Tenant hereunder, and on the same basis as if such sales had been made by the Tenant, including the right to audit such amounts as set forth hereinabove in paragraph 6. The leasing of departments or the granting of concessions as aforesaid shall not be construed as a subletting under the terms of this lease.

THE LANDLORD AND TENANT FURTHER STIPULATE, COVENANT AND AGREE AS FOLLOWS:

8. Use of Premises. Tenant will open the Premises on the commencement date, subject to the provisions of paragraph 7 hereinabove, and for so long as Beall-Ladymon is the Tenant hereunder, Beall-Ladymon Corporation shall operate one hundred percent (100%) of the Premises as a Beall-Ladymon Department Store for so long as "J. C. Penney's" operates its store in the shopping center under the name "J. C. Penney's" and thereafter as a retail department store and for no other purpose. Tenant shall operate during its normal business hours which are intended but not obligated to be 10:00 a.m. to 7:00 p.m. Monday through Saturday (but in no event less than 50 hours per week) with due diligence and efficiency so as to produce the maximum net retail sales which may be produced in such manner of operation. Tenant may, but is not obligated to operate its store on any Sunday, Christmas, New Years, Easter, Fourth of July or Thanksgiving.

The obligation of Tenant to operate a retail department store under the name "Beall-Ladymon" shall be subject to Tenant's right to change its name (i) in the event of a merger, consolidation, or acquisition of or by another corporation, company or entity; or (ii) with Landlord's prior written approval, which shall not be unreasonably withheld.

9. Continued Possession of Tenant. Except as otherwise provided herein, if Tenant continues to occupy the Premises after the last day of any renewal or extension of the term hereof, or after the last day of the term hereof, and, if this lease is not renewed or extended, and the Landlord elects to accept rent thereafter, tenancy at sufferance, terminable by either party on notice shall be created, which shall be upon the same terms and conditions, as those herein specified provided, however, that rental payable hereunder shall be at one and one-half the minimum rental specified herein payable in monthly installments.

10. Alterations and Fixtures. Tenant may, from time to

time during the term, make, at its own cost and expense, any reasonable nonstructural alterations or changes in the Premises in a good and workmanlike manner in compliance with all applicable requirements of law, it being understood that "nonstructural" shall include moving of stud partitions, minor plumbing and electrical work, and modification and rearrangement of fixtures. Landlord agrees to cooperate with Tenant for the purpose of securing necessary permits for any changes, alterations, or additions permitted under this Section without expense to Landlord.

Tenant shall have no right, however, to make any change, alteration, or addition to the Premises which would impair the structural soundness or diminish or increase the size thereof, without the prior written consent of Landlord. All costs of such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials.

Tenant may, on termination of this lease, or at any time during the continuance thereof, remove from said Premises all shelving, counters, tables, showcases, light fixtures, heating or cooling units, and other equipment which Tenant may have installed at its own expense in said Premises or otherwise acquired, provided that Tenant shall remove such items without causing damage or injury to the Premises and does hereby indemnify Landlord against any loss or injury caused by the removal and moving of such items by Tenant, its employees or contractors.

11. Utilities. All charges for water, gas and electricity consumed or used on the demised Premises, shall be paid by the Tenant, but it shall be the responsibility of the Landlord to maintain the service of such utilities to the building.

If Landlord elects to supply, and Tenant agrees to accept, any one, or all, of such utilities consumed or used on the Premises, Tenant agrees to pay Landlord for such service at the same rate as would be charged to Tenant by the utility company which otherwise would furnish such service directly to

the Premises, it being understood and agreed by both Tenant and Landlord that Tenant shall not be required to pay more than the utility company would charge for consumption of sewer, water, gas or electricity actually consumed on the Premises. At the time of billing, Landlord shall furnish Tenant detailed information on Tenant's actual usage of the utility concerned, together with copies of relevant invoices. If requested to do so by Tenant, Landlord agrees to place demand meters on any or all of the utilities used by Tenant, at Tenant's sole cost and expense.

12. Signs and Awnings. Tenant may erect and maintain only such signs, awnings and canopies as comply with the rules and regulations from time to time in effect in the Shopping Center.

If, in the future, Landlord shall with the consent of Wal-Mart and J.C. Penney install a pylon sign properly identifying the Shopping Center, Tenant shall have the right to place its store name on such sign.

13. Retail Restriction Limit. Landlord and Tenant acknowledge that the realization of the benefits of a percentage rent lease is dependent upon Tenant's maximization of net retail sales and that self-competition is inconsistent with the generation of maximum net retail sales. The parties further acknowledge that the minimum rental was negotiated together with and giving consideration to the contingent rental rate and minimum rental and that self-competition by Tenant will deprive Landlord of a bargained-for consideration. Accordingly, Tenant agrees that during the term, and any extensions or renewals of the term, Tenant will not directly or indirectly engage in any business similar to or in competition with that for which the Premises are let, within one (1) mile of the Premises, without Landlord's prior written consent. The covenant of the preceding sentence does not apply to any business of Tenant extant as of the date of this lease, provided the nature and character of such business remains the same and such business is continuously operated at the same

location. If Tenant breaches the covenant contained in this paragraph 13, then in addition the right and remedies provided in paragraph 26 of this lease, Landlord may at Landlord's election (i) enjoin the operation of Tenant's violative store, or (ii) include all net retail sales generated by Tenant's violative store in calculating the contingent rental due under this lease; except and unless Tenant has exercised its right under the second paragraph of Section 7 hereof to discontinue operations within the Premises.

14. Access by Landlord. Landlord reserves the right for Landlord and Landlord's agents to enter the Premises at any reasonable time (i) to inspect the Premises, (ii) to supply services to be provided by Landlord to Tenant under this lease, (iii) to show the Premises to prospective lenders, purchasers or tenants, (iv) to improve, maintain or repair the Premises or any portion of the other portion of the building abutting the Premises, (v) to install, maintain, repair, replace or relocate any portion of the system providing chilled water to any air handling unit within the Premises or any pipe, duct, conduit, wire or equipment serving other portions of the building but located in the ceiling, wall or floor of the Premises, (vi) to determine whether Tenant is complying with Tenant's obligations hereunder, (vii) to perform any other obligation of Tenant after Tenant's failure to perform same, or (viii) upon default by Tenant under this lease. Landlord agrees to make or perform such inspections and entries onto the Premises at reasonable times and without disrupting Tenant's normal business operations within the Premises.

15. Prohibited Uses. Tenant shall not (i) advertise any distress, fire, bankruptcy, liquidation, relocation, closing or going out of business sale unless such representations are true and Landlord gives Landlord's prior written consent; (ii) warehouse or stock within the Premises, any goods, wares or merchandise other than Tenant intends to offer for sale in the Premises; or (iii) use or permit the use on the Premises of

any pinball machines or other devices or equipment for amusement or recreation or any vending machines, newspaper racks, pay telephones or other coin operated devices.

16. Rules and Regulations. Tenant's use of the Premises and the common areas will be subject at all times during the term to the Rules and Regulations in effect as of the commencement date of the lease which are attached hereto as Exhibit "D". Tenant's use of the Premises will be subject at all times to such additional Rules and Regulations as may be from time to time promulgated by Landlord and consented to by Tenant, which consent shall not be unreasonably withheld. Additional Rules and Regulations will not become effective and a part of this lease until a copy of same has been delivered to and consented to by Tenant as provided for in the preceding sentence. The inability of Landlord to cause another occupant of the building to comply with the Rules and Regulations will neither excuse Tenant's obligation to comply with such Rules and Regulations or any other obligation of Tenant under this lease nor cause the Landlord to be liable to Tenant for any damage resulting to Tenant. Tenant will cause Tenant's employees, servants and agents to comply with the Rules and Regulations.

Notwithstanding any prohibition to the contrary contained in the Rules and Regulations, Tenant shall have the right to conduct outdoor sales on the sidewalk immediately adjacent to and in front of Tenant's Premises as follows:

- (i) not more than twice annually, for one-day periods each, at such times as Tenant may determine in its discretion;
- (ii) not more than twice annually, for one-day periods each, in cooperation and in conjunction with seasonal promotional events being conducted by other tenants in the Shopping Center as coordinated by Landlord; and
- (iii) at such other times during each annual period

with Landlord's prior written consent.

17. Repairs. The Landlord shall be responsible for and shall at its expense keep and maintain the foundations, flooring, sub-flooring, walls, and roof in and connected to such building in a structurally sound condition, sightly in appearance and in good order and repair. Tenant shall, at its own expense, make all other needed repairs not necessitated by structural defect, fire or other casualty for which Landlord receives insurance proceeds. Tenant shall, as quickly as is reasonably practicable, notify Landlord of any roof leaks and thereafter Landlord shall have a reasonable time to repair same. In the event Tenant is unable to notify Landlord within a reasonable period of time, given the circumstances, Tenant may make such emergencies repairs as are necessary to arrest the leaking and thereafter notify Landlord as soon as is practible. The reasonable cost of performing such work shall be borne by Landlord.

18. Betterments and Improvements. None.

19. Insurance. Landlord shall keep the building, of which the demised Premises are a part or the whole, insured against loss or damage by fire to the extent of one hundred percent (100%) of the full replacement value thereof, including all improvements and additions.

20. Damage Clause. If the demised Premises, together with any improvements thereto, be damaged by fire or other casualty, they shall promptly be repaired by the Landlord (said repairs to be made within a period of 180 days from the date of said damage), and an abatement shall be made from the rent corresponding with the time during which it may not be used by Tenant. If the demised building is destroyed by fire or other casualty, rendering said Premises wholly untenable, the rent payable by the Tenant shall abate until such time as the hereby demised building is restored to its original condition. In the event of the total destruction of said Premises, the Landlord shall rebuild the same, including any improvements or

betterments made by the Landlord or Tenant (provided that Landlord shall not be obligated to rebuild or repair any of Tenant's leasehold improvements), upon the same plan as immediately before such damage or destruction occurred, within 180 working days after the date of such destruction, and the Tenant shall pay no rent, or other charges, hereunder until said new building is completed and ready for occupancy by the Tenant. In the event Landlord fails to make the repairs or replacements contemplated by this paragraph, within the time stipulated herein, Landlord agrees to pay to Tenant as liquidated damages the sum of \$ None per day until possession of the premises is restored and delivered, in its original and wholly tenantable condition.

In the event Landlord has not completed repairs or full restoration within 180 days from the date of such fire or other casualty, Tenant shall have the option to terminate this lease by giving written notice after the elapse of 90 days from such fire or casualty, which written notice shall ipso facto terminate this lease as of the date of receipt thereof. In the event this lease is terminated pursuant to the provisions of this paragraph, then Tenant's right to further liquidated damages shall abate and end for all days subsequent to the date of receipt of notice of termination.

Notwithstanding the foregoing if, as the result of fire or other casualty to the Shopping Center, without regard to whether such fire or casualty damages the Premises demised herein, two major department stores or tenants occupying fifty (50%) percent of the gross leaseable area of the Shopping Center, exclusive of department stores, terminate their leases or if Landlord has the right and elects to terminate said leases, then both the Landlord and the Tenant shall have the option to terminate this lease by giving the other party hereto notice in writing at any time within ninety (90) days after such fire or other casualty.

Notwithstanding anything to the contrary, in the event

the insurance proceeds are not available to the Landlord to make such repairs or restoration to the Premises, the Landlord shall be under no obligation to repair or restore the Premises and either the Landlord or Tenant may terminate this lease within thirty (30) days after Landlord has advised Tenant that the insurance proceeds shall not be available to repair or restore the Premises, provided that the Landlord shall not have an option to terminate this lease pursuant to this subparagraph if the unavailability of such insurance proceeds is caused by the fault of the Landlord, or its agents, affiliates, heirs, successors or assigns or by any breach of the provisions of this lease by the Landlord.

21. Waiver of Subrogation. The parties release each other and their respective authorized representatives, officers and directors, from any claims for damage to any person or to the Premises and the building and other improvements in which the Premises are located and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises and building and other improvements in which the Premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease. If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party

shall have a period of ninety (90) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

22. Taxes. The Landlord agrees to pay, as and when the same becomes due and payable, all taxes and other assessments, general and specific, assessed against the real estate hereinabove described. In the event of failure of Landlord to pay any such assessment, then the Tenant may pay same and deduct the amount thereof from any rentals due hereunder, interest accruing at the rate of twelve (12%) percent per annum, provided, however, that prior to Tenant making any such payment and deducting the cost and interest thereon from rent, Tenant shall notify the holder of the mortgage on the Shopping Center that said taxes have not been paid and give said mortgagee a reasonable period of time within which to pay the same. "mortgagee" means the holder of any mortgage.

23. Alterations. The Tenant shall be privileged, at its expense, to make such alterations, repairs, improvements and additions to the herein demised Premises as in its opinion are advantageous to the proper conduct of its business. Tenant shall have the right to salvage any such improvements resulting from any changes or alterations provided for herein. Any improvements, alterations and additions which cannot be removed without causing damage to the Premises and made on or to the building by the Tenant shall immediately become the property of the Landlord and shall be considered as a part of the herein demised Premises. All costs and expenses of any alterations, repairs, improvements, and additions to the Premises shall be

paid by the Tenant so that the Premises shall at all times be free of liens for labor and free from any encumbrances, chattel mortgages, security interests or other liens.

24. Option to Renew. The Tenant, at its option, shall be entitled to the privilege of three renewals of this lease, each renewal to be for a period of five (5) years and for a consideration of Eighty-One Thousand Nine Hundred and No/100 Dollars (\$81,900.00) per annum, payable in sums of Six Thousand Eight Hundred Twenty-Five and No/100 Dollars (\$6,825.00) per month, monthly in advance on the first day of each month during the continuance of the term of this option, if exercised, and subject to all the terms and conditions herein expressed. The Tenant, by continuing to occupy the demised Premises after the expiration of the original term of its tenancy hereunder, or after the expiration of any renewal period thereof, except the last of such periods, shall be deemed and considered to have elected to avail itself of its then current right to exercise its option to renew this lease, unless it shall have given written notice of a contrary intention at least ninety (90) days before the expiration of the current term, but it shall not be obliged to give any notice of its election to renew this lease. By such continued occupancy alone and without any further contracts or agreements, this lease shall be renewed and the leased Premises shall be deemed and considered to have been again demised by the Landlord to the Tenant, for the term of the current renewal privilege, beginning upon the day following the date of the expiration of the Tenant's immediately preceding tenancy, subject to all the terms and conditions herein expressed.

25. Latent Defects and Warranty of Premises. If, during the first year of the primary term of this lease, Tenant should determine that any part of the Premises has not been provided in accordance with the terms of this lease, or that any warranties implied thereby have been breached, then Tenant shall give Landlord written notice to correct such latent vice

or defect, which Landlord agrees to correct within sixty (60) days of the date of said letter, otherwise Tenant may perform said work and withhold the cost thereof, together with interest at the rate of twelve percent (12%) per annum from rent due Landlord.

Landlord's obligations pursuant to this paragraph shall continue after the first year of the primary term and throughout the remainder of this lease, but only with respect to latent structural defects not discoverable by ordinary observation. Such latent defects must be brought to the attention of the Landlord within one year from the date of the discovery thereof, whereupon Landlord agrees to correct within sixty (60) days of the date of said notice, otherwise Tenant may perform said work and withhold the cost thereof, together with interest at the rate of twelve (12%) percent per annum, from rent due Landlord.

26. Forfeiture for Failure to Pay Rent. Should the Tenant at any time be in default hereunder with respect to any rental payments or other monetary obligation and should such default continue for a period of thirty (30) days after written notice, or fail to comply with any one of the non-monetary obligations herein described or be in violation of any one of the foregoing non-monetary covenants and should such default continue for a period of sixty (60) days thereafter, then by certified mail, thereof from the Landlord, the Landlord may, at its option, (i) to cancel and terminate this lease, or (ii) to terminate Tenant's right to possession only without terminating the Lease, or (iii) pursue any other remedy available at law or in equity.

In the event of election under (ii) above to terminate Tenant's right to possession only, Landlord may, at Landlord's option, enter into the Premises and take and hold possession thereof, without such entry into possession terminating this lease or releasing Tenant in whole or in part from Tenant's obligation to pay the rent hereunder for the full stated term.

Upon such reentry, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Upon and after entry into possession without termination of the lease, Landlord shall use its best efforts to relet the Premises, or any part thereof, for the account of Tenant, to any person, firm, or corporation, other than Tenant, for such rent, for such time, and upon such terms as Landlord, in Landlord's sole discretion, shall determine, but Landlord shall not be required to accept any tenant offered by Tenant or to observe any instruction given by Tenant about such reletting. In any such case, Landlord may make repairs and redecorate the Premises to the extent deemed by Landlord necessary or desirable, and Tenant shall, upon demand, pay the costs thereof, together with Landlord's expense of reletting. If the consideration collected by Landlord upon such reletting for Tenant's account, and after deducting all expenses incident thereto, including reasonable brokerage fees and legal expenses, is not sufficient to pay monthly the full amount of the rent provided this lease, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand. In the event that Landlord shall have terminated Tenant's right to possession only, Landlord shall have the right to cancel and terminate this lease by serving five (5) days written notice on Tenant of such further election and to pursue any remedy at law or in equity that may be available to Landlord.

27. Eminent Domain.

(a) If the fee title to all of the Premises demised to Tenant hereunder (sometimes referred to as "leased Premises" in this lease) shall be taken by right of eminent domain or other authority of law, this lease shall cease and terminate as of the date Tenant is deprived of the exclusive possession of

the leased Premises because of such taking. All rental paid by Tenant applicable to any period after the effective date of such termination shall be repaid to Tenant by Landlord.

(b) If the title to so much of the improvements on the leased Premises is taken by right of eminent domain or other authority of law that a reasonable amount of reconstruction of the building in question will not, in the mutual judgment of Tenant and Landlord, reasonably exercised, result in the Premises being reasonably suitable for Tenant's continued occupancy for the uses and purposes for which such improvements are leased, then in any such event either party hereto may, by mailing written notice, by certified mail, of its election to do so to the other party within sixty (60) days after the date of such taking, terminate this lease effective as of the date specified in such notice which shall not be less than ten (10) or more than one hundred twenty (120) days from the date of giving such notice. All rent paid by Tenant applicable to any period after the effective date of such termination shall be repaid to Tenant by Landlord. In the event this lease is not terminated, Landlord will, to the extent of proceeds actually received after the exercise by any mortgagee of Landlord's interest of an option to apply such proceeds against Landlord's debt to such mortgagee, restore the Premises to an architectural whole.

In the event that Landlord and Tenant cannot agree as to whether the Premises are reasonably suitable for Tenant's continued occupancy as set forth above, then Landlord and Tenant shall jointly appoint an arbitrator with at least ten (10) years of retail experience in the state of Arkansas who shall make such determination. The decision of the arbitrator shall be binding on the parties hereto.

(c) If title to twenty percent (20%) or more of the parking areas located within four hundred feet of the leased Premises is taken by right of eminent domain or other authority of law then Tenant may, by mailing written notice, by

registered mail, of its election to do so to the Landlord within sixty (60) days after the date of such taking, cancel this lease effective as of the date specified in such notice, which shall not be less than ten (10) or more than one hundred twenty (120) days from the date of giving such notice. All rent paid by Tenant applicable to any period after the effective date of such termination shall be repaid to Tenant by Landlord. In the event of a taking which would entitle Tenant to cancel this lease pursuant to this paragraph (c), it is agreed that Tenant shall not be entitled to cancel this lease if within thirty (30) days following such taking the Landlord notified the Tenant in writing, by registered mail, of the Landlord's intention to provide substitute parking area for those so taken on lands within or adjacent to the Shopping Center at a location near the demised Premises and reasonably satisfactory to the Tenant, and the Landlord thereafter promptly commences the work required to construct such substitute parking area and proceeds with due diligence to complete such work.

(d) If either fifteen percent (15%) or more of either of the buildings designated on the Site Plan (Exhibit "A" attached), or one-third (1/3) or more of the improvements in the Shopping Center (other than improvements on the land demised to Tenant), or ten percent (10%) or more of the parking areas in the Shopping Center (other than parking areas included within the leased Premises) shall be taken by right of eminent domain or other authority of law, or if either of said building tenants shall terminate its lease because of such condemnation, then Tenant, by mailing written notice, by registered mail, to the Landlord of its election to do so within sixty (60) days after the date of such taking, may cancel this lease effective as of the date specified in such notice, which shall not be less than ten (10) or more than one hundred eighty (180) days from the giving of such notice; provided, however, that such notice of cancellation shall be of

no force or effect in the event of a taking of parking areas, if within thirty (30) days following such taking the Landlord notified Tenant of Landlord's election to provide substitute parking areas for those so taken on lands within or adjacent to the Shopping Center, at a location or locations near the demised Premises and reasonably satisfactory to Tenant, and Landlord thereafter promptly commences the work required to construct such substituted parking areas and proceeds with due diligence to complete such work.

(e) If, as the result of any taking by right of eminent domain or other authority of law, the buildings in the Shopping Center, which may or may not include the Premises, and as the result thereof at least one (1) major department store and tenants occupying twenty-five (25%) percent of the gross leaseable area of the Shopping Center, exclusive of department stores, terminate their leases with the Landlord, then the Landlord shall have the right by written notice to Tenant, by registered mail, to terminate the lease, such termination to be effective sixty (60) days after such notice, or the date possession is taken, whichever is sooner.

(f) A voluntary sale by Landlord to any public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain either under threat of condemnation, or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain for the purposes of this lease.

28. Award. In the event of a partial or complete taking, Landlord and Tenant shall make one claim for their combined interest in the Premises and the net award (after deduction of reasonable fees and collection) shall be paid as follows:

(a) First, to Landlord's mortgagees to the extent that mortgagee exercises its right to retain such proceeds in satisfaction of Landlord's debt obligation;

(b) Second, to Landlord and Tenant based upon their interests in (i) the present value of rents attributable to the portion of the Premises taken and the present value of the reversionary interest in the Premises and (ii) the present value of the leasehold

interest in the Premises, respectively.

In the event of a partial taking which does not result in a termination of this lease, minimum rent and additional rent will be abated in the proportion which the rentable area of the Premises rendered unusable bears to the total rentable area of the Premises. No temporary taking of Tenant's Premises and/or of Tenant's rights therein or under this lease will terminate this lease or give Tenant any right to any abatement of minimum rent or contingent rental under this Lease. Any award made to Tenant by reason of any temporary taking will belong entirely to Tenant and Landlord will not be entitled to share in such award.

29. Parking Area. It is further understood and agreed that Landlord, at its sole expense, shall construct and keep in good repair, clean, striped and in good order a hard-surfaced illuminated parking area with a minimum of 5.0 cars per 1,000 square feet of gross leaseable area of the Shopping Center in accordance with plan prepared by C. Ralph Cheek, Architect & Associates Inc. dated 9-2-83, revised 12-20-83, which is attached hereto and made a part of this lease. Landlord shall install adequate lighting facilities and provide proper grade level and drainage for said parking area. It is further provided that Landlord shall keep the above referred to parking area as a free parking lot for all customers of this Shopping Center during the term of this lease or any extensions thereof. Tenant specifically covenants that neither it nor its employees will park their automobiles on any portion of the public parking area, but will use such space as Landlord may designate as free parking space for use of Tenants and their employees.

30. Restrictive Covenant. During the term of this lease, or any option hereto, if exercised, Landlord shall not lease any portion of the Shopping Center, or any extension thereto, in which the hereinabove described building is to be constructed, to any person, firm or corporation for the purpose

of operating a junior department store containing more than 6,000 square feet of rentable area, excepting those tenants, if any, currently leasing space within the Shopping Center.

31. Access to Premises. Landlord further agrees that Tenant shall have access to the rear of its store for the bringing in of merchandise and supplies. All trash, debris and other waste material shall be placed by Tenant in appropriate containers to be disposed of in the normal processes.

32. Insurance Required of Tenant. Tenant will, at Tenant's sole cost and expense, obtain and provide, on or before the commencement date, and will at all times during the term and during any preterm occupancy period, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, and the business operated by Tenant and any sublessees of Tenant in the Premises, in which the limits of public liability shall be not less than \$500,000.00 per person and \$1,000,000.00 per accident and in which the property damage liability shall be not less than \$500,000.00. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days prior written notice. The insurance shall be in an insurance company approved to do business in the state where the shopping center is located and a copy of the policy or a certificate of insurance shall be delivered to Landlord.

33. Landlord's Insurance. Landlord will, during the term of this lease, procure and continue in force the following insurance:

(i) Comprehensive general liability insurance with a combined single limit for bodily injury and property damage of not less than Ten Million and No/100 Dollars (\$10,000,000.00).

(ii) Building and personal property insurance with extended coverage endorsement covering the Shopping Center and all machinery, equipment and other personal property used

in connection with the Building (but not the property of any tenants of the building) against the perils covered by fire and extended coverage insurance, in an amount not less than the full insurable value of same.

34. Indemnification of Landlord. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, assignees, sublessees, concessionaires, or licensees, except if caused by the act or neglect of Landlord, its agents or employees. This indemnity shall apply in connection with claims, causes of action, or judgments arising out of the use of the common areas, in the event of the carelessness and neglect of the Tenant, its agents, employees, contractors, assignees, sublessees, concessionaires, or licensees, and shall also apply to Tenant's occupancy of the Premises during the installation of its fixtures and equipment even though such occupancy may be prior to the commencement of the term of this lease.

35. Indemnification of Tenant. The Landlord likewise agrees to indemnify the Tenant and save the Tenant harmless from any and all demands, claims, causes of action, or judgments and all reasonable expenses incurred in investigating or necessitating the same, for the injury to person, loss of life, or damage to property occurring in or on the common area which includes the parking area and the building, except if caused by the act or neglect of Tenant, its agents, employees, contractors, assignees, sublessees, concessionaires, or licensees.

36. Proceeds from Property Insurance. In case of loss or damage, the proceeds of Tenant's insurance for leasehold

improvements will be paid to Tenant. Tenant shall restore or repair the leasehold improvements to the state existing prior to such event of damage or destruction within 180 days, unless Landlord fails to commence to repair the building and thereafter continues to rebuild same as provided for in Section 20 above. In the event Tenant fails to cause repairs to be made in accordance with the paragraph, Landlord will have an option to (i) perform such repairs and obtain such proceeds for the cost of repairs or (ii) terminate this Lease. If insurance proceeds are inadequate to pay the full cost of such repairs Tenant will pay any deficiency resulting from such repairs to Landlord within five (5) days after receipt of an invoice from Landlord.

37. Interpretation of Word "Landlord." The word "Landlord" as used in this lease shall be interpreted so as to include all of the Landlords named in the first paragraph hereof, whether the Landlord or Landlord named in said paragraph are corporations or individuals and, if individuals, whether male or female. If more than one Landlord is named in said paragraph the obligations of said Landlord herein contained shall be joint and several obligations. In the event Landlord assigns its interest in the Lease as permitted herein, the term "Landlord" shall refer to the assignee, whether one or more, and shall not referred thereafter to the assignor. The word "Landlord" shall be deemed to have the same meaning as the word "Lessor," pursuant to the laws of the State of Arkansas.

38. Lease Binding on Heirs, Etc. It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both the said Landlord and the said Tenant, and that no modification of this lease shall be binding unless evidenced by an agreement in writing signed by the Landlord and signed in Tenant's name by one of Tenant's duly authorized officers.

39. Attorneys' Fees. If legal action is necessary in order to enforce or interpret this lease, the prevailing party will be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party is entitled.

40. Acknowledgment of Commencement Date. Upon tender of possession of the Premises to the Tenant and as often thereafter as may be requested by Landlord, Tenant will, within ten (10) days after receipt of a request from Landlord, execute, acknowledge and deliver to Landlord a statement which will (i) set forth the actual commencement date and expiration date of the term, and (ii) contain acknowledgements that Tenant has accepted the Premises and that the Premises are satisfactory in all respects; provided, however, that nothing contained herein shall be construed to negate the operation of Section 25 hereinabove.

41. Certificates. Tenant will, within ten (10) days after receipt of a request from Landlord or any mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee either a statement in writing or a three party agreement among Landlord, Tenant and such mortgagee (i) certifying that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this lease, as so modified, is in full force and effect) and the date to which minimum annual rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord under this lease, or specifying such defaults if any are claimed, and (iii) specifying any further information and agreeing to such notice provisions and other matters reasonably requested by Landlord or such mortgagee. Any such statement may be conclusively relied upon by a prospective purchaser or mortgagee of the Premises. Tenant's failure to deliver such statement within thirty (30) days, after Landlord's deposit of

such notice with the United States Postal Service, certified mail, will constitute a default under this lease.

42. Notices. Wherever in this lease it is required or permitted that a request, notice or demand be given or served or consent be obtained by either party to, on or from the other, such request, notice, demand or consent will be in writing and either personally delivered or mailed by certified or registered United States mail, postage prepaid, to the following addresses of the parties:

Landlord: Bramalea Limited
5850 San Felipe, Suite 300
Houston, Texas 77057

Tenant: Beall-Ladymon Corporation
1210 Captain Shreve Drive
Shreveport, Louisiana 71105

Any notice which is mailed will be deemed to have been given on the regular business day next following the date of deposit of such notice in depository of the United States Postal Service in Searcy, Arkansas. Either party may change such address by notice to the other. Minimum annual rent and other charges will be paid to Landlord at Landlord's address as herein set forth.

43. Contingencies. Notwithstanding any provision to the contrary herein, this lease shall become effective and binding upon the parties hereto only if Landlord leases to others in the same Shopping Center premises for the purpose of a department store of the type of J.C. Penney Co. (approximately 34,364 square feet) and provided this lease and such leases shall run concurrently for the term of this lease, or any option hereto, if exercised.

44. Force Majeure. Landlord and Tenant shall each be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease, when prevented from so doing by cause or causes beyond the Landlord's or Tenant's control, which shall include without limitation all labor disputes, civil commotion, governmental regulations or

controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Landlord or the Tenant. "Force Majeure" means a period of delay which arises from or through acts of God, strikes, lockouts, or labor difficulty, explosion, sabotage, accident, riot, or civil commotion, act of war, fire or other casualty, legal requirements, delays caused by the other party and causes beyond the reasonable control of a party.

45. Brokers. Landlord and Tenant warrant and represent to each other that no real estate brokers', agents' or finder' fees or commissions are due arising in connection with this Lease, from the execution of this Lease or the consummation of the transactions contemplated herein and each party hereto hereby agrees to indemnify and hold the other party harmless from claims made by any person for any such fees, commissions or like compensation claiming to have dealt with the party so indemnifying the other.

46. Common Area Maintenance. Landlord agrees to keep the common areas, including the parking lot, clean, striped, sightly in appearance, well-lit and in good order and repair. Tenant agrees to pay a Common Area maintenance fee in the amount of Twenty Cents (.20¢) per square foot per annum during the primary term of this lease and any option periods hereto, if exercised, as a contribution to the costs of management, operation and maintenance of the Common Area to Landlord for Landlord's responsibilities regarding such Common Area payable in equal monthly installments, in advance, on the date upon which installments of rent become due and payable.

47. Ad Valorem Taxes. Tenant agrees to pay its pro rata portion (in that same proportion as the number of square feet of floor area in the leased Premises bears to the total square footage of the floor area in the Shopping Center), not to exceed Forty Cents (.40¢) per square foot per annum during the primary term of this lease and any option periods hereto, if

exercised, of the ad valorem real estate taxes levied on the land and building herein leased, providing that Landlord submits an invoice for such amount within thirty (30) days of the termination of the calendar year for which such taxes were paid, together with copies of all relevant invoices.

48. Insurance. Tenant agrees to pay its pro rata portion (in that same proportion as the number of square feet of floor area in the leased Premises bears to the total square footage of the floor area in the Shopping Center), not to exceed Eight Cents (.08¢) per square foot per annum during the primary term of this lease and any option periods hereto, if exercised, of the insurance of the demised Premises, providing that Landlord submits an invoice for such amount annually, together with copy of invoice from insurance company.

49. Kiosks. Landlord agrees that no kiosk shall be located closer than forty (40) feet on either side of, or one hundred (100) feet to the front of, the demised Premises.

50. Short Form Lease. At the request of either party, Tenant and Landlord shall execute, acknowledge and deliver a short form of lease (Memorandum of Lease), which shall not disclose the rental, for purposes of recording and as permitted by law, which short form shall not be deemed to modify any provision of this lease.

51. Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of Arkansas.

52. Legal Authority. In the event Tenant is a corporation (including any form of professional association), then each individual executing or attesting this lease on behalf of such corporation hereby covenants, warrants and represents (i) that he is duly authorized to execute or attest and deliver this lease on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and bylaws; (ii) that this lease is binding upon such corporation; (iii) that Tenant is a duly organized and

53. Air-Conditioning. Prior to the time that Tenant opens its store for business, Landlord agrees to furnish and install a total of ten (10) tons split-unit rooftop combination heating and air-conditioning units, with economizers, the location of these units to be submitted to the Tenant for approval prior to their installation.

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legally existing corporation in good standing in the State of Arkansas; and (iv) the execution and delivery of the lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which Tenant is a party or by which Tenant may be bound. If Tenant is a corporation, Tenant will, within ninety (90) days from the date of this lease, deliver to Landlord a copy of a resolution of Tenant's board of directors authorizing or ratifying the execution and delivery of this lease, which resolution will be duly certified to Landlord's satisfaction by the secretary or assistant secretary of Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be duly executed and sealed the day and year first above written.

LANDLORD:

BRAMALEA LIMITED

By: *[Signature]*

Title: *Vice President*

By: *[Signature]*

Title: *[Signature]*

TENANT:

BEALL-LADYMON CORPORATION

ATTEST:

By: *H.R. Ladymon*

President

By: *J. Max Reiboldt*

Secretary

5450C

DEFINITIONS

"Common area" means the entire shopping center, except the portions of the shopping center upon which building, structures, or other improvements have been erected and exempt. The areas designated for other uses on Exhibit "A" (site plan).

"Expiration Date": If the term of this lease has been extended or if this lease has been renewed, the expiration date shall be the last day of the term as so extended or renewed. If this lease is cancelled or terminated prior to the originally fixed expiration date, then the expiration date shall be the date on which this lease is so cancelled or terminated.

"Insurance Requirements" means the applicable provisions of the insurance policy carried by Landlord covering the demised premises, the shopping center, or any part of either; all requirements of the issuer of any such policy; and the applicable regulations and other requirements of the National Board of Fire Underwriters, any applicable local board of fire underwriters, and any other body exercising a similar function.

"Landlord's Work" means the construction and other work designated as landlord's work in the plans and specifications, if any. None

"Parking area" means areas designated on plan prepared by C. Ralph Cheek dated 9-2-83, revised *** (attached hereto) for customer parking and additional portions of the shopping center which are designated as such by landlord from time to time.

"Persons" means an individual, fiduciary, estate, trust, partnership, firm, association, corporation, or other organization, or a government or governmental authority.

"Pro Rata Share" means the proportion that the floor area of the demised premises bears to the floor area of all of the gross rentable space of the buildings situated in the shopping center.

*** 1-4-84, 3-2-84, 3-27-84, 4-13-84, 6-20-84 and 10-29-84

"Repairs" include the words "replacement and restoration," "replacement or restoration," "replace and restore," or "replace or restore," as the case may be.

"Tenant's Agents" include tenant's employees, servants, licensees, tenant's subtenants, assignees, contractors, heirs, successors, legatees, and devisees.

"Tenant's Work" means any construction , installations and other work designated as tenant's work in the plans and specifications.

5450C

EXHIBIT A
SITE PLAN

EXHIBIT B

PROPERTY DESCRIPTION

SEARCY, ARKANSAS

Town & Country Plaza Shopping Center

Part of the fractional Northwest 1/4 of Section 7, Township 7 North, Range 6 West of the Fifth Principal Meridian, in Searcy, White County, Arkansas, being more particularly described as follows:-

Commencing at an iron pipe at the intersection of the Southeast line of Survey Number 2312 and the South line of Race Avenue;

Thence N 89°54'23" E 737.11 feet along the South line of Race Avenue to a found concrete monument;

Thence continue along the South line of Race Avenue N89°59'37" E 200.00 feet to a found iron pin for the point of beginning;

Thence continue N89°59'37"E 166.00 feet along the South line of Race Avenue to a found iron pin;

Thence S00°05'42"E 188.00 feet to a found iron pin;

Thence N89°59'37"E 158.74 feet to a found iron pin on the westerly right-of-way of Frontage Road;

Thence S45°03'24"E 192.88 feet along said westerly right-of-way of Frontage Road to a found concrete monument;

Thence along said westerly right-of-way along a curve to the right having a delta of 43°12'21" and a radius of 126.24 feet to a found concrete monument;

Thence S01°55'31"E 63.35 feet along said westerly right-of-way to a found concrete monument;

Thence S06°34'32" W 179.40 feet along said westerly right-of-way to a found concrete monument;

Thence S08°08'39"E 320.36 feet along said westerly right-of-way to a found concrete monument;

Thence S00°49'01" W 73.76 feet along said westerly right-of-way to a found iron pin;

Thence S89°54'54" W 377.89 feet to a found railroad spike;

Thence N00°06'42"W 126.00 feet to a found railroad spike;

Thence S89°54'54"W 345.00 feet to a found iron pin;

Thence N00°04'37"W 367.08 feet along the East line of a tract recorded in Volume 377, Page 359, of the White County Deed Records to a found 2" pipe set in concrete;

Thence N00°04'46"W 49.95 feet along the East line of a street to a found 2" pipe set in concrete

Thence N00°05'42" W 299.93 feet along the East line of a tract recorded in Volume 360, Page 145, of the White County Deed Records to a found iron pin;

Thence N89°59'37" E 200.00 feet to a found iron pin;

Thence N00°05'42" W 200.00 feet to a found iron pin which is the point of beginning containing 13.165 acres more or less, subject to all easements of record.

EXHIBIT C

EXCEPTIONS TO TITLE

1. Plat filed in Plat Cabinet A at Page 35 and related filings found in Misc. Book 76 at Page 397 and Dedication Deed found in Book 405 at Page 575, all of the White County Records.
2. Bill of Assurance and Covenants Agreement dated 1-5-1979 and filed for record on 1-9-1979 in Misc. Book 76 at Page 510, and Correction Bill of Assurance and Covenants Agreement dated 7-10-1979 and filed for record on 7-11-1979 in Misc. Book 78 at Page 309. Waiver of Approval Rights found in Misc. Book 89 at Page 377 all of the White County Records.
3. Plat filed in Plat Cabinet A at Page 37 of the White County Records.
4. Certificate of Engineering and Owner's Certificate for plat filed February 27, 1980, in Plat Cabinet A at Page 42 of the White County Records.
5. Easements as found in Warranty Deed filed in Book 427 at Page 665 of the White County Records.
6. Right of Way Permit to Board of Public Utilities, Searcy, Arkansas dated June, 1967 and filed for record on September 29, 1967, in Misc. Book 48 at Page 441 of the White County Records.
7. Right of Way Permit to The Board of Public Utilities of the City of Searcy, Arkansas dated 3-16-1982, and filed for record on 3-19-1982 in Misc. Book 91 at Page 65 of the White County Records.
8. Easements with Covenants and Restrictions affecting land (ECR) dated 5-16-1984 and filed for record on 6-24-1984 in Misc. Book 102 at Page 419 of the White County Records.
9. Right of Way Permit to Board of Public Utilities of the City of Searcy, Arkansas dated 9-21-1984 and filed for record on 9-25-1984 in Misc. Book 103 at Page 322 of the White County Records.
10. Easement to Southwestern Bell Telephone Company dated 12-7-1984 and filed for record on 12-20-1984 in Misc. Book 104 at Page 119 of the White County Records.
11. Easements and right of ways as shown by survey of Town & Country Plaza prepared by CEI Engineering Associates, 110 N. Central Avenue, Suite 300, Bentonville, Arkansas 72712, dated March 31, 1986, as revised on May 7, 1986.

EXHIBIT D

RULES AND REGULATION

5465C

SHOPPING CENTER
RULES AND REGULATIONS

Consisting of 3 Pages and Attached to
and Incorporated into Lease Agreement
Dated May 28, 1986.

By and Between

BRAMALEA LIMITED
Landlord

and

Tenant

Tenant agrees to the establishment of, and shall abide by and enforce upon its agents, servants, employees, invitees, customers and vendors, (in addition to the lease terms, covenants, and conditions) the following Rules and Regulations:

1. Thoroughfares. No person shall use any roadway, or walkway, except as a means of egress from or ingress to the commercial area and parking areas within the Shopping Center or adjacent public streets. Such use shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping except for the immediate loading or unloading of passengers. No walkway shall be used for other than pedestrian travel.
2. Parking Areas. No person shall use any parking area for any purpose other than the parking of motor vehicles without prior written approval of Landlord. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, limitations may be imposed as to the length of time for parking use. Such limitations may be made in specified areas.
3. Service Areas. No person shall use any utility, truck court, or other service area reserved for use in connection with the conduct of business except for the specific purpose for which permission to use such area is given. Service corridors shall not be used for the storage of materials, merchandise, garbage or refuse.
4. Deliveries. Except for small parcel deliveries, each Tenant shall use its best efforts to cause all trucks servicing its retail facilities to load and unload at such hours in the areas and through the entrances as may be designated by the Landlord. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers shall be permitted in the Shopping Center. Forklift trucks, tow trucks or any other powered machines for handling freight shall be used only in such manner and areas in the Shopping Center as may be approved in writing by Landlord.
5. Employee Parking. No employee of any business in the Shopping Center shall use any area for motor vehicle parking except the area or areas specifically designated for employee parking. No employer shall designate any area for employee parking except such area or areas as are designated in writing by Landlord.
6. Safe Premises. The Leased Premises, including vestibules, entrances, and returns, doors, fixtures, windows, and plate glass shall be maintained in a safe, neat, and clean condition.

7. Removal of Trash. All trash, refuse, and waste materials shall be regularly removed from the Leased Premises before the hours the Shopping Center opens and until removal shall be stored: (a) in adequate containers, which containers shall be located so as not to be visible to the general public shopping in the Shopping Center; (b) so as not to constitute any health or fire hazard or nuisance to any occupant; and, (c) if any part of the Tenant's business shall consist of the preparation and/or sale of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall provide refrigerated garbage containers at Tenant's expense for the disposal of its food scraps and refuse. No burning of trash, refuse, or waste materials shall occur. If Landlord shall provide or designate a service for picking up trash, refuse and waste materials, Tenant shall use same at Tenant's cost, provided such cost is competitive. Tenant shall pay the cost of removal of any of Tenant's trash, refuse and waste materials, and maintain all common loading areas in a clean manner satisfactory to Landlord.
8. Plumbing Facilities. No foreign substances of any kind shall be thrown in the plumbing, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents or invitees shall have caused it.
9. Dwelling. Tenant shall not permit or suffer any portion of the Leased Premises or Shopping Center to be used for lodging purposes.
10. Pets. No pets shall be allowed in the Leased Premises or in the Shopping Center.
11. Displays. Neither sidewalks, lightpoles, parking lot areas, walkways, glass storefronts, show windows or storefronts shall be used to display, store, or place any merchandise, equipment, devices, signs, painted material, placards, stickers, emblems, or informal mail material. Landlord shall have the right to remove any such material without notice to Tenant. Tenant may use its glass storefront, show windows, and storefronts for the display of its merchandise, but may not use any of the other foregoing areas for such display. Notwithstanding the foregoing, Common Areas may be used for Merchants' Association or promotional events, provided that the specific event and the use of such areas in connection with such have been approved by Landlord.
12. Radius of Advertising. No advertising medium shall be utilized which can be heard or experienced outside of the Leased Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, radios, or television or placed on light standards in parking lot.
13. Close-out Promotions. No auction, fire, bankruptcy, or going-out-of-business sale shall be conducted in, at, on, or about the Shopping Center or any portion or portions of such.
14. Boundaries For Doing Business. Under no circumstances, without the express written consent of Landlord, shall there be any sale of merchandise or display of merchandise outside the defined exterior walls or the roof of any building within the Shopping Center, including specifically, sidewalks sales. No sale of merchandise by tent sale, sidewalk sale, truckload sale, or the like shall be permitted on the parking lot or other Common Areas.
15. Generally Nonpermitted Uses. No use shall be made of the Shopping Center or any portion or portions which would: (a) violate any law, ordinance, or regulations; (b) constitute a nuisance; (c) constitute an extrahazardous use; or (d) violate, suspend or void or increase the premiums for any policy or policies of insurance on any stores or the Shopping Center.
16. Unauthorized Activities. No person without the written consent of Landlord shall in or on any part of the Common Areas:
 - (a) Vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever;
 - (b) Exhibit any sign, placard, banner, notice, or other written material except for material approved by Landlord;
 - (c) Distribute any circular, booklet, handbill, placard, or other material;

- (d) Solicit membership in any organization, group, or association or contribution for any purposes;
 - (e) Parade, patrol, picket, demonstrate, rally, or engage, in any conduct that might tend to interfere with or impede the use of any of the Common Areas by any permittee, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within the Shopping Center;
 - (f) Use any Common Area for any purpose when none of the retail establishments within the Shopping Center is open for business or employment;
 - (g) Throw, discard, or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles or create litter or hazards of any kind;
 - (h) Use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to occupants or permittees;
 - (i) Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Shopping Center or the property of customers, business invitees, or employees situated within the Shopping Center; or
 - (j) Erect any sign, antenna, aerial or other device on the roof or exterior wall of the Leased Premises or the building in which the Leased Premises are located without first obtaining in each instance written consent from Landlord. Any sign, antenna, aerial or device installed without such written consent shall be subject to removal by Landlord at Tenant's expense without notice at any time.
17. Landlord's Remedies. Landlord shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the rules and regulations set forth above.
18. Intent. The listing of specific items as being prohibited is not intended to be exclusive, but to indicate in general the manner in which the right to use the Common Areas solely as a means of access and convenience in shopping at the retail establishments in the Shopping Center is limited and controlled by Landlord. Landlord reserves the right to amend, modify, or supplement these Rules and Regulations as in its judgement may be necessary for the safety, cleanliness, preservation of order, and the efficient operation of the Shopping Center. A copy of the Shopping Center Rules and Regulations, as the same are from time to time amended, shall be posted at the Management Office of the Shopping Center and Tenant shall periodically examine the Rules and Regulations for notices of any changes made herein.

Initialed for
Identification
for Landlord

By: 

Initialed for
Identification
for Tenant

By: 